

# CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



## PROCESS INFORMATION

Subject: Rockaway Beach Road Stabilization Project Contract Award	Date: August 7, 2013
Agenda Item: Staff Intensive	Bill No.: AB 11-061
Proposed By: Interim Public Works Director John Cunningham	

## BUDGET INFORMATION

Project Estimate Uses	\$1,824,225
Less Project Budget Design	(265,560)
Less Project Budget Construction	(1,307,000)
Additional Project Budget Need	\$ 251,665
<i>See attached Sources &amp; Uses Spreadsheet</i>	
Expenditure Required:	Budgeted? <input checked="" type="checkbox"/> Yes \$1,056,432.00
Construction Contract: \$1,056,432.00	Budget Amend Req? <input checked="" type="checkbox"/> Yes \$252,000.00
Contingency Fund: \$ 252,000.00	

## REFERRALS/REVIEW

Study Sessions: May 1, 2013, July 1, 2013, July 17, 2013

City Manager  Yes  No  N/A    Legal  Yes  No  N/A    Finance  Yes  No  N/A

## DESCRIPTION/SUMMARY

### Action Item:

Consider award of the Rockaway Beach Road Stabilization project and authorize a budget amendment of \$252,000.00 from the Contingency Fund to complete the project construction.

### History:

After a redesign of the project was accepted by local outside permitting agencies, the project was re-advertised for bids.

The revised design consists of stabilizing the embankment by installation of a soldier pile wall and repair a section of Rockaway Beach Road in the vicinity of an eroding shoreline bluff located approximately 1,000 feet south of Old Creosote Hill Road. Major items of work include the construction of approximately 340 feet of wall along the beach, geotextile slope stabilization, and restoring approximately 550 feet of roadway.

Bids were solicited through the local newspapers and the bid opening was held on July 30, 2013. Four bids were received and the apparent low bidder is Redside Construction LLC of Port Gamble, WA in the base bid amount of \$1,056,432.00 for construction of a new soldier pile wall and also roadway repair work. The engineer's estimate was \$1,109,066.00 for the soldier pile wall.

## RECOMMENDED ACTION

I move that the City Council award the Rockaway Beach Road Stabilization project to Redside Construction LLC in the amount of \$1,056,432.00 for construction of a soldier pile wall and approve a budget amendment of \$252,000.00 from the Contingency Fund.

**DESCRIPTION/SUMMARY - continued**

City staff and design consultant have reviewed the bid results and the contractor's qualifications and recommend that the City Council award this contract to Redside Construction LLC in the base bid amount of \$1,056,432.00 for the soldier pile retaining wall.

See attached project budget "Sources & Uses" sheet for the project budget based on all of the known project costs to date, (including a 15% project construction contingency). The project budget currently approved to complete the project is approximately \$252,000.00 short of the needed funding; therefore, staff is also requesting that City Council authorize an additional appropriation of \$252,000.00 to this project from the General Fund Contingency balance.

Due to the nature of this particular construction project, proximity to the beach, short timeframe window for completing beach work by September 15 for the deep retaining wall foundation work, and the possibility of encountering possible unknown underground conditions, staff is requesting authorization for an additional 15% construction contingency amount for this project.



**City of Bainbridge Island**  
**Public Works Department - Engineering**

**Project: ROCKAWAY BEACH ROAD STABILIZATION PROJECT**

**Bid Opening Date:** Bids Due @ 9:15 a.m. July 30, 2013

**Open Bids @ 9:30, July 30, 2013**

	1	2	3	4
<b>Note: Bids Are Opened in Order Received.</b>				
Bids Solicited by: X Advertisement <input type="checkbox"/> Small Works Roster  The Engineers Estimate is: \$950,000 - \$1,150,000	Frank Coluccio Construction Company	Seton Construction	Redside Construction, LLC	Nordland Construction NW
<b>Proposal – <i>Items of Work &amp; Materials, Estimated Quantities, Units of Measurement.</i></b>	X	X	X	X
Signature Page	X	X	X	X
Addendum Acknowledged (3)	X	X	X	X
Non-Collusion Declaration		X	X	X
Proposal Bond (5%)	X	X	X	X
Statement of Bidders Qualifications	X	X	X	X
<b>TOTAL BID AMOUNT <u>SOLDIER PILE WALL</u></b>	\$1,237,552.00	\$1,182,176.83	\$1,056,432.00	\$1,281,539.00
<b>TOTAL BID AMOUNT <u>SHEET PILE WALL</u></b>	\$1,491,377.00	\$1,555,470.33	\$1,543,522.00	\$1,434,529.00

A total of 4 bids were received for the Rockaway Beach Road Stabilization project. The apparent low bidder at this time is Redside Construction with the bid of \$1,056,432.00. The City will need to review each proposal for bidder responsibility; therefore things may change during that time.

**City of Bainbridge Island  
Rockaway Beach Road Stabilization Project**

<b>RBRS Sources and Uses of Funds</b>		<b>RBRS Status</b>		
		07.31.13		
<b>Sources <sup>(A)</sup></b>		<b>Sources</b>		
STPUS Federal Grant - Design		STPUS Federal Grant - Design	Life to Date	Remaining
STPUS-6703(001) LA7337	\$200,000	STPUS-6703(001) LA7337	\$200,000	\$0
Local Match /Design-Cash from ??	\$65,560	Local Match /Design-Cash from ??	\$0	\$65,560
	<b>\$265,560</b>		<b>\$200,000</b>	<b>\$65,560</b>
STPU Federal Grant - Construction	\$900,000	STPUS Federal Grant - Construction	\$0	\$900,000
WA Rec.&Conserv Office (RCO)	\$278,500	WA Rec.&Conserv Office (RCO)	\$0	\$278,500
Local Match /Const-Cash from ??	\$128,500	Local Match /Const-Cash from ??	\$0	\$128,500
	<b>\$1,307,000</b>		<b>\$0</b>	<b>\$1,307,000</b>
<b>Total Sources of Funds</b>	<b>\$1,572,560</b>		<b>\$200,000</b>	<b>\$1,372,560</b>
<b>Uses <sup>(A)</sup></b>		<b>Uses</b>		
<b>Engineering</b>		<b>Engineering</b>		
Berger/Abam - Stabilization Study	\$5,000	Berger/Abam - Stabilization Study	\$5,000	\$0
Berger/Abam - Design Solution I & II	\$410,000	Berger/Abam - Design Solution I & II	\$309,706	\$100,294
Project Management - WSDOT - DESIGN	\$675		\$633	\$42
<b>Construction</b>		<b>Construction</b>		
Construction Contract	\$1,057,000	Construction Contract	\$0	\$1,057,000
Project Management - WSDOT	\$5,000	Project Management - WSDOT	\$0	\$5,000
Construction Administration	\$155,000	Construction Administration	\$0	\$155,000
<b>Other Uses</b>		<b>Other Uses</b>		
Advertising/ Publications/Postage	\$9,000	Advertising/ Publications/Postage	\$3,151	\$5,849
Contingency / 15 %	\$182,550	Contingency / 15 %	\$0	\$182,550
<b>*Legal Fees</b>	<b>3269.59</b>		<b>\$3,270</b>	
<b>Total Uses of Funds</b>	<b>\$1,824,225</b>		<b>\$318,490</b>	<b>\$1,505,735</b>
				<b>\$1,824,225</b>
	<b>-\$251,665</b>			

*\* Legal Fees are not captured against Prj.*

Notes:  
(A) Contains estimated funds to complete

**CONTRACT FOR CONSTRUCTION**

THIS CONSTRUCTION CONTRACT (hereinafter "Contract"), made the \_\_\_\_\_, day of \_\_\_\_\_, 2013, by and between the City of Bainbridge Island (hereinafter referred to as the "City" and the "CONTRACTING AGENCY") and Redside Construction LLC (hereinafter called "CONTRACTOR").

**WITNESSETH:**

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings and other contract documents to be prepared for certain Work as described therein, known as the **ROCKAWAY BEACH ROAD STABILIZATION PROJECT**, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of **One Million Fifty-Six Thousand Four Hundred Thirty-Two Dollars (\$1,056,432.00)** ("Contract Price") for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the "Contract Documents":

1. This Contract including the form "Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices"
2. Washington State Department of Transportation, Standard Specifications, 2012 (sometimes referred to as the "Standard Specification")
3. Amendments to the Standard Specifications
4. Special Provisions
5. Prevailing Wage Schedules and Regulations
6. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
7. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

CONTRACTING AGENCY and CONTRACTOR recognize that time is of the essence of this Contract and that CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: \_\_\_\_\_

**INDEMNITY AND TITLE 51 WAIVER.** CONTRACTOR hereby waives the protection of Title 51 RCW as provided in the Indemnity Agreement attached hereto and incorporated in this Contract by reference. The parties warrant and represent this waiver and the Indemnity Agreement have been specifically bargained for and accepted by the parties. CONTRACTOR further agrees to require all subcontractors to similarly waive Title 51 RCW as a condition of its subcontracts.

CONTRACTOR's Initials: \_\_\_\_\_

CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

CONTRACTOR:

REDSIDE CONSTRUCTION LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BAINBRIDGE ISLAND

By: \_\_\_\_\_

Douglas Schulze, City Manager

Date: \_\_\_\_\_